



Cornell University ILR School

NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853
607-254-5370 ilrref@cornell.edu

Contract Database Metadata Elements

Title: **Ontario, County of and Ontario County Sheriffs Road Patrol Unit 7850-01, CSEA, Local 1000, AFSCME, AFL-CIO, Ontario County Local 835 (2002)**

Employer Name: **Ontario, County of**

Union: **Ontario County Sheriffs Road Patrol Unit 7850-01, CSEA, AFSCME, AFL-CIO**

Local: **1000, Ontario County Local 835**

Effective Date: **01/01/02**

Expiration Date: **12/31/04**

PERB ID Number: **7066**

Unit Size:

Number of Pages: **56**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>



74I

John E. Garvey

DIRECTOR

ONTARIO COUNTY HUMAN RESOURCES

E-mail: John.Garvey@co.ontario.ny.us

TELEPHONE: (585) 396-4468
FACSIMILE: (585) 396-8843

3019 COUNTY COMPLEX DRIVE
CANANDAIGUA, N.Y. 14424

7066_12312004

Ontario, County Of And Csea Local
835 (Sheriffs Unit 7850-01)

CS 1164
DEP 26817

AGREEMENT

by and between
ONTARIO COUNTY

and

CSEA, Local 1000 AFSCME,
AFL-CIO



Ontario County Sheriff's Road Patrol Unit
Ontario County Local 835

THE PUBLIC EMPLOYMENT RELATIONS BOARD
FILED

January 1, 2002 - December 31, 2004

JUL 08 2002

REGISTRATION

TABLE OF CONTENTS (PAGE 1 OF 3)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
1	MISSION	1
2	WORK	2
	Section 2.1 – Hours of Work	2
	Section 2.2 – Seniority Definition	2
	Section 2.21 – Seniority, Layoff & Recall	3
	Section 2.25 – Job Security	3
	Section 2.3 – Subcontracting Unit Work	4
	Section 2.4 – Physical Examinations, Sheriffs Department	4
3	PAY	4
	Section 3.1 – Wages	4
	Section 3.2 – Wages, Promotion	5
	Section 3.3 – Wages, Demotion	5
	Section 3.4 – Wages, Annual Increments	5
	Section 3.5 – Direct Deposit Program	5
	Section 3.6 – Wage Overpayments	5
	Section 3.7 – Wages, Allocation to Grade	6
	Section 3.8 – Wages, Emergency Closing	6
	Section 3.10 – Overtime	7
	Section 3.11 – Overtime, Exchange of Time	7
	Section 3.12 – Call In Pay, General	7
	Section 3.13 – On Call Pay	7
	Section 3.14 – Wages, Dog Handlers	8
	Section 3.20 – Shift Differential	8
	Section 3.25 – Longevity Pay	8
	Section 3.30 – Incentive, Field Training Officers	9
	Section 3.31 – Incentive, ERT, Scuba	9
	Section 3.32 – Advanced Educational Stipend	9
	Section 3.50 – Wages, Testifying in Civil Proceedings	9
	Section 3.51 – Travel Pay	10
	Section 3.52 – Notary Public Fees	10
	Section 3.60 – Uniforms, Issue	10
	Section 3.61 – Uniforms, Personal Apparel & Equipment, Damage to	10
	Section 3.62 – Uniforms, Allowance & Cleaning	11
4	LEAVE	11
	Section 4.1 – Annual Leave, Entitlement	11

TABLE OF CONTENTS (PAGE 2 OF 3)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Section 4.3 – Annual Leave, Years of Service Defined	12
	Section 4.4 – Annual Leave, Scheduling	12
	Section 4.5 – Annual Leave, Pay	12
	Section 4.6 – Annual Leave, Accumulation	12
	Section 4.7 – Annual Leave, Advance Use	13
	Section 4.8 – Annual Leave, Terminated Employees	13
	Section 4.9 – Annual Leave, Exchange Program	13
	Section 4.10 – Family & Medical Leave Act of 1993 (FMLA)	14
	Section 4.11 – Leave, Bereavement	14
	Section 4.12 – Paid Leave Bank	14
	Section 4.13 – Leave, Jury Duty	15
	Section 4.14 – Leave, Sick	16
	Section 4.15 – Leave, Sick, Verification	16
	Section 4.26 – Leave, Sick, Payment on Termination	16
5	HOLIDAYS	17
	Section 5.1 – Holidays, General	17
	Section 5.2 – Holidays, Floating, Investigators	17
	Section 5.3 – Holiday Pay, Investigators	17
	Section 5.4 – Holidays, Saturday & Sunday Observance	18
	Section 5.5 – Holidays, County Police Officers & Sergeants	18
6	INSURANCE & RETIREMENT	19
	Section 6.1 – Health Insurance	19
	Section 6.11 – Health Insurance, Employee Contribution	20
	Section 6.12 – Health Insurance, Review Committee	20
	Section 6.13 – Health Insurance, Death Benefit	20
	Section 6.14 – Health Insurance, When Benefit Available	21
	Section 6.2 – Disability Insurance	21
	Section 6.21 – Disability Benefits, Pay Supplement	21
	Section 6.22 – Disability, Self-Insurance Option	22
	Section 6.23 – Disability Claims, Benefits & Disputes	22
	Section 6.30 – Workers' Compensation	23
	Section 6.4 – General Municipal Law 207-c Procedure	23
7	OTHER	30
	Section 7.1 – Payroll Deduction, Dues & Insurance	30
	Section 7.2 – Smoke Free Facility	30
	Section 7.3 – Tuition Reimbursement	30

TABLE OF CONTENTS (PAGE 3 OF 3)

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE</u>
	Section 7.4 – Testing Fees, Civil Service	30
	Section 7.5 – Flexible Spending Arrangement (FSA)	31
	Section 7.6 – Voluntary Physical Fitness Program	31
	Section 7.7 – Physical Fitness Stipend & Standards	31
	Section 7.8 – Alcohol & Drug Testing	36
8	DISPUTES	30
	Section 8.0 – Disciplinary Procedure	43
	Section 8.1 – Notice of Proposed Disciplinary Action	43
	Section 8.11 – Immediate Suspension, Grounds	44
	Section 8.12 – Grievance Defined	44
	Section 8.13 – Grievance Step 1	44
	Section 8.14 – Grievance Step 2, Arbitration	44
	Section 8.15 – Grievance Procedure, Exclusions & Waiver	45
	Section 8.16 – Grievance Procedure, Time Limits & Representation	45
	Section 8.17 – Discharge & Discipline	45
9	DEFINITIONS	46
	Section 9.0 – Management Rights	46
	Section 9.1 – Bargaining Unit Definition	46
	Section 9.3 – Part Time Employees	47
	Section 9.31 – Part Time Employee Benefits	47
	Section 9.4 – Term	48
	SIGNATURE PAGE	48
	SHERIFFS CSEA ALLOCATION TO GRADE	50

THIS AGREEMENT IS MADE PURSUANT TO ARTICLE 14 OF THE CIVIL SERVICE LAW AND ENTERED INTO AS OF THE 1ST DAY OF JANUARY, 2002, BETWEEN THE COUNTY OF ONTARIO, AND THE ONTARIO COUNTY SHERIFF, HEREINAFTER CALLED THE "EMPLOYERS", AND THE CIVIL SERVICE EMPLOYEES ASSOCIATION, INC., LOCAL 1000, AFSCME, AFL-CIO, LOCAL 835, ONTARIO COUNTY SHERIFF'S ROAD PATROL UNIT, 7850-05, HEREINAFTER CALLED THE "UNION".

IT IS AGREED BY AND BETWEEN THE PARTIES THAT ANY PROVISION OF THIS AGREEMENT REQUIRING LEGISLATIVE ACTION TO PERMIT ITS IMPLEMENTATION BY AMENDMENT OF LAW OR BY PROVIDING THE ADDITIONAL FUNDS THEREFOR, SHALL NOT BECOME EFFECTIVE UNTIL THE APPROPRIATE LEGISLATIVE BODY HAS GIVEN APPROVAL.

ARTICLE 1 MISSION

The Civil Service Employees' Association, the Sheriff, the County of Ontario, and the employees covered by this agreement, will deliver effective and responsive law enforcement services to all citizens of Ontario County in a fair and equitable manner. As an integral part of the Ontario County community, we are committed to communicate with those we serve and to join with them in establishing priorities to enhance the quality of life for the entire community. We are dedicated to serving and protecting the public, in order to make Ontario County a safe place in which to reside, work or travel.

We acknowledge the precepts expressed below, and pledge that we will adhere to them to the best of our ability:

- I. HUMAN LIFE AND DIGNITY** - The value of human life is beyond measure. We will respect human life and the dignity of all people, and will take whatever action is necessary to protect and preserve them.
- II. THE CONSTITUTION AND LAWS** - We are committed to uphold and defend the rights guaranteed to individuals by the Constitutions of the United States and the State of New York. We will abide by and enforce the laws of the nation, state and county in a fair and equitable manner.
- III. THE COMMUNITY** - We value the partnership and communication the Ontario County Sheriff's Office enjoys with the community. We endorse the priorities established in cooperation with our community intended for the safety of all and to enhance the quality of life in our neighborhoods.

- IV. COMMITMENT TO EXCELLENCE** - The most valuable asset held by the Ontario County Sheriff's Office is its personnel. We will strive to improve ourselves and our performance using every available resource. Through teamwork, sensitivity to the requirements of others, and strict accountability to the Sheriff's mission, we are dedicated to achieving excellence in the discharge of all our responsibilities.
- V. LEADERSHIP AND CHARACTER** - As representatives of the Ontario County Sheriff's Office, the County of Ontario, and the Civil Service Employees' Association, we recognize that we will be perceived to be in positions of leadership and that such positions are dependent upon public trust; therefore, we are pledged to honesty, integrity and truthfulness in our personal and professional lives.
- VI. ORGANIZATIONAL POLICY** - We are committed to education and training of our work force, and will, to the extent practicable, place no untrained persons in public service capacities. We will provide a safe work environment for all employees. We will defend and protect the rights of our employees, and we will uphold and extend merit and fitness for public employment, insuring to the maximum extent possible that all personnel are qualified and able to do their jobs. We are committed to equal pay for equal work.

ARTICLE 2 WORK

2.10 Hours of Work

The regularly scheduled work week shall be forty hours per week. For all personnel on a 4/2 schedule, the normal work day shall be 8.5 hours, including time allocated to roll call and briefing.

2.20 Seniority, Definition

Seniority for employees covered by this Agreement means an employee's date in a specific title, as determined by appointing officer on Report of Personnel Change. There shall be no seniority among probationary employees. Probationary employees may be discharged or disciplined in the discretion of the Employer and without recourse to this Agreement. The union shall represent all probationary employees within the negotiating unit.

An employee's continuous service and all of his seniority rights shall be terminated by any of the following:

1. Voluntary quit
2. Discharge
3. Retirement
4. Failure to report for work for three consecutive working days without prior notification to the employer of reasons for such absence shall be considered a voluntary quit beginning on the first day of such absence.
5. Failure to return from an approved leave of absence on the scheduled date for return.
6. Having been laid off for a period of 6 consecutive calendar months.
7. Having been on sick leave, paid or unpaid for a period of twelve consecutive calendar months.
8. Failure to report for work on the agreed date of a recall from layoff.

2.21 Seniority, Layoff and Recall

Layoff and recall shall be in accordance with Civil Service Law and Rules.

2.25 Job Security

The County agrees to provide a sixty calendar-day notice to affected employees and the union in the event of layoff. If that notice is given, then no additional benefits are provided, except as set forth below.

In the event that the sixty calendar-day layoff notice cannot be met, the employees and the union will be notified as soon as possible and employees will be paid their regular wages for sixty calendar days from the date of layoff notice. In addition, employees will also receive health insurance, in the plan in which they are enrolled, fully paid by the county for sixty days from the date that the next premium payment is due, following actual layoff.

The County will develop transitional services for laid-off employees to include job counseling, retraining services, use of office equipment, etc.

Job security language will be and is intended for all full and part-time, permanent members of the bargaining unit. 100% Grant Funded positions are excluded.

2.30 Subcontracting Unit Work

The employers shall meet and confer with the Union before making any decision to subcontract work customarily performed by members of the bargaining unit.

2.40 Physical Examinations

The County agrees to provide physical examinations each two years for all employees in the Bargaining Unit . Physicals will be done based on Civil Service standards which are directed by the physicians of the County's choosing. Standards for the examination shall be set by the Sheriff, and will be provided to the union.

ARTICLE 3 PAY

3.1 Wages

In consideration of the services provided by the employees covered by this Agreement, the employers will compensate the employees in accordance with the following provisions:

Wages shall be increased by the following percentages in each year of this Agreement¹:

<u>YEAR</u>	<u>PERCENT</u>
2002	3.0
2003	3.5
2004	3.0

plus the addition in the first year of a new step 7, the addition in the second year of a new step 8, and the addition in the third year of a new step 9.

Cost of Living Adjustment

If CPI-W, unadjusted, for the twelve month period prior to September of 2002, 2003 or 2004 equals or exceeds 1.0% above the scheduled Wage Adjustments, then, the parties will meet and confer regarding wages.

¹. Contract agreement 2/23/99

3.2 Wages, Promotion

When during the term of this Agreement an employee is promoted from one pay grade to a higher pay grade, the employee will be placed in the first step in the new pay grade which will produce no less than a \$500 increase in rate over the pay he was receiving on the date he is actually transferred.

3.3 Wages, Demotion

When during the term of this Agreement an employee is demoted from one pay grade to a lower pay grade, he shall be placed in the step in the lower pay grade which represents his actual continuous service with the Employer, such lower pay to begin on the date he is actually transferred.

3.4 Wages, Annual Increments

Yearly changes in steps shall be granted to employees within the steps on the first payroll period of the calendar quarter in which their anniversary date falls.

3.5 Direct Deposit Program

During the term of this agreement, each employee shall participate in the employer's direct deposit program.

3.6 Wage Overpayments:

The parties agree that, in the event an employee is overpaid, one of the following options shall be selected by the employee, and repayment shall proceed accordingly:

1. Deduction of the full amount of the overpayment from the gross wages of the next payroll check;
2. Deduction of 50% of the overpayment from the gross wages of the next two payroll checks - this option being available only for overpayments in excess of \$100;
3. Special repayment plans may be negotiated between an individual employee and the Sheriff, with the approval of the County Administrator, in those situations where the foregoing

options would result in hardship to the employee, and where the overpayments have continued for an extended period of time with no fault on the part of the employee.

4. For employees who are on an unpaid leave of absence and have unpaid status on the payroll and are not expected to return, or who have terminated employment - by remittance of a check in the full amount of the overpayment.

3.7 Wages, Allocation to Grade

The parties agree to meet and confer prior to any grade reallocations taking effect.

3.8 Wages, Emergency Closing

2. Employees required to stay after the closing will be paid at a rate of time and a half rather than straight time. Example: If county buildings are closed at 2:00 p.m., those employees required to work their full shift, say until 5:00, will be paid at a rate of time and a half for three hours. Those employees working after 5:00 p.m., such as a second or third shift, will be paid at a rate of time and a half.
3. If an employee has requested annual leave and the building closes, annual leave is still charged.
4. Scheduled Emergency Worker - If Ontario County roads close, individuals showing up and scheduled to work will be paid at the rate of time and a half and those that are unable to get to work or be picked up and brought to work will be paid their regular time.
5. If an employee has been requested by their supervisor to be at work, whether they work or not, they must get paid. Supervisors must be diligent in who they ask to stay on stand-by and who they release.
6. Part-Timers - If they come to work and only work part of the shift, they will get paid for the entire shift even though the building has been closed. However, if they do not show up or do not report for their part-time work, they will not be paid.
7. It is suggested that the Sheriff give consideration to allowing part-time employees the opportunity to make up the time that they lost.
8. Grievances concerning the application of this section shall be filed directly at Step 2.

3.10 Overtime

(A) Overtime shall be paid for at time and one-half the employee's straight time hourly rate for all hours actually worked in excess of forty hours per week. All paid leave, including holidays, shall be counted as time worked for purposes of calculating overtime. For purposes of this Agreement, an employee's "straight time hourly rate" shall be his regular weekly pay divided by the number of hours in his department's regular work week. For purposes of this Agreement, "straight time daily rate" shall be the employee's "straight time hourly rate" as defined above multiplied by eight hours for forty hour week employees. There shall be no pyramiding of overtime due to any provision of this Agreement.

(B) In lieu of the payment of overtime as set forth herein, an employee may request compensatory time in an amount equal to 1.5 hours for each hour of overtime, as defined herein, actually worked, and may be granted said amount of time off with pay in lieu of the payment of overtime compensation.

3.11 Overtime, Exchange of Time

It is understood that time exchanged between employees shall not be done if it results in a requirement, under either the terms of this Agreement or the Wage and Hour Law, that overtime be paid.

3.12 Call in Pay, General

When an employee who has completed his regular daily shift is released and later recalled to work, he shall be guaranteed three hours pay or three hours work at his "straight time hourly rate" or time and one half his straight time hourly rate for all hours actually worked during call in, whichever is greater.

3.13 On-Call Pay

When an investigator or identification officer is scheduled to be on-call and is not confined to his home or any particular place, but is required to be immediately available for duty, he shall be granted:

- a. \$16.00 for each regularly scheduled workday on-call,
- b. \$25.00 for each regularly scheduled day off, including holidays, on-call.

Weekday overnight on-call begins at 5:00 p.m. Monday through Saturday, and ends at 8:00 a.m. on the following day. Weekend on-call begins at 8:00 a.m. Sunday and ends at 8:00 a.m. on the Monday following. Holiday on-call begins at 8:00 a.m. on the holiday and ends at 8:00 a.m. the following day.

3.14 WAGES DOG HANDLERS

Effective January 1, 2002, any canine handler will be allowed to claim ½ hour per day for seven days per week for time spent at home feeding the dog and maintaining the kennel. This time worked at home in canine care will be in addition to the regular workweek and shall be based on a pay rate of \$6.00 per hour. This time shall be compensated at the overtime rate of \$9.00 per hour, regardless of the number of hours worked per week in law enforcement activities. Time cannot be claimed for days that the dog is not in the officer's possession. Payment for this service shall be made on December 1 of each year.

3.20 Shift Differential

All employees covered by this agreement who are assigned to shift work shall be paid shift differential

One dollar per hour in addition to their "straight time hourly rate" for all hours worked on a shift in which the majority of hours are worked between 6:00 p.m. and 6:00 a.m. It is understood that the shift differential shall be paid at one dollar for straight time and overtime hours when the employee's shift qualifies for shift differential as provided for herein.

Shift differential shall be paid if one or more of the following conditions exist:

- A. If the person is a A shift employee who works the B or C shift on a normally scheduled day off;
- B. If the person is a A shift employee and is held over to work the entire B shift;
- C. If the person is a B shift employee who is held over to work any number of hours contained within or the entire C shift; or
- D. If the person who is regularly scheduled to work the B or C shift is held over any number of hours contained within either or the entire A shift.

3.25 Longevity Pay

Effective 1/1/2001, employees who have served 10, 15, 20, and 25 years shall receive an additional \$250, \$500, \$750, and \$1,000 added to base pay.²

3.30 Incentive, Field Training Officers

Field training officers shall receive a payment equivalent to the overtime resulting from five hours' work for each work week of assignment to said duty.

3.31 Incentive, ERT and SCUBA

Members of the ERT and SCUBA squads shall receive \$35.00 for each month of membership on first special squad, and an additional \$17.50 for membership on the second special squad.³ Payments for this service shall be made on December 1 of each year.

3.32 Advanced Educational Stipend⁴

Effective January 1, 1999, all persons with EMT certification shall receive an additional \$150 per year, and persons who have achieved the following educational levels shall receive the specified annual stipends, except that there shall be no educational incentive pay for any certification or degree that is required as a minimum qualification for the title held.

Associates Degree	\$ 250		
Bachelors Degree	\$ 500		
Masters Degree 30	\$1,000	Masters Degree 60 or beyond	\$1,500

3.50 Wages, Testifying in Civil Proceedings

Members subpoenaed to testify in a professional capacity in civil proceedings shall appear without loss of time or pay for appearances occurring during normal working hours, and shall, be subject to the call-in pay provisions of this Agreement for appearances occurring outside normal working hours. Members may elect to request leave instead.

². Contract agreement 2/23/99

³. Contract agreement 2/23/99

⁴. Contract agreement 2/23/99

Members receiving pay pursuant to this provision shall remit to the County all witness fees and other remuneration received for the aforesaid appearances, including any payment for mileage and/or parking, unless such mileage and/or parking expenses are actually incurred. Mileage would not be considered incurred unless (a) the proceeding occurs outside normal working hours or (b) members have no county vehicle at their disposal at the time of the proceeding. Members may apply for reimbursement of any mileage and/or parking expenses actually incurred for which no remuneration is received.

3.51 Travel Pay

The mileage allowance for an employee using a personal vehicle in the performance of his/her duties as a county employee shall be in accordance with IRS rates.

3.52 Notary Public Fees

Employees who are required by the Sheriff to be Notaries Public shall have the Notary fees paid by the Employers.

3.60 Uniforms, Issue

- A. The Employer agrees to furnish any uniform, including shoes, or special equipment which has been determined by the Board of Supervisors or the Sheriff to be required to be worn or used by an employee in his job. The design and purchase of such uniforms and equipment shall be specified by the Employer. The employees agree to maintain uniforms and other apparel including cleaning and laundering of same. Employees shall also provide normal maintenance of other personal equipment supplied by the Employer and used by the Employee in his job. Worn out or damaged uniforms or equipment must be returned to the Employer before replacements will be issued. Upon termination, employees shall return all uniforms and equipment supplied by the Employer, or be liable for the value of such items.
- B. Plain-clothes officers (investigators, and youth investigators) shall receive \$550.00 per year, with payment, by separate payroll check, being made to the employees by the department on or before the last payroll in March of each year.

3.61 Uniforms, Personal Apparel and Equipment, Damage to

Uniformed personnel and investigators in the Sheriff's Department shall be reimbursed within thirty days of making claim therefore for the reasonable market value or for the repairs of any personal apparel or equipment which is damaged or ruined in the line of duty; such reimbursement does not include ordinary wear and tear.

3.62 Uniforms, Allowance and Cleaning

Uniformed personnel may have up to three uniforms cleaned per week, and investigators and youth officers may have up to three sets of appropriate clothing cleaned per week, including minor repairs in both cases, at no cost to the employees. Clothing to be cleaned shall be picked up and delivered at the jail, and the standards for cleaning and maintenance shall be established by the Sheriff.

ARTICLE 4 LEAVE

Purpose

This Article replaces personal leave and vacation leave. The Union and the County intend to make one type of paid leave, called Annual Leave, out of these two elements, with one set of rules to administer it, effective January 1, 1996.⁵

Section 4.1 – Annual Leave, Entitlement

A. Each employee shall earn paid annual leave as follows:

Years of

<u>Service</u>	<u>No. of Days</u>	<u>Hours (37.5/wk)</u>	<u>Hours (40/wk)</u>
1	15.5	116.25	124
5	20.5	153.75	164
12	21.5	161.25	172
14	22.5	168.75	180
16	23.5	176.25	188
18	24.5	183.75	196
20	25.5	191.25	204

⁵. MOA2-1996

Annual leave will be credited upon an employee's anniversary date of hire. All computations shall be based upon the hours specified.

Section 4.2 – [Reserved]

Section 4.3 – Annual Leave, Years of Service Defined

For the purpose of computing Annual Leave, years of service shall mean continuous years of employment, except for an employee who has voluntarily left his employment, and who is rehired within twelve (12) months of his date of resignation, in which case the first such interruption of continuous service shall not be considered for purposes of calculating annual leave.

Section 4.4 – Annual Leave, Scheduling

Annual leave time shall be granted in one-half hour segments or more, upon request to the employee's supervisor, and provided that use of annual leave will not impair efficiency of operation, and also provided that reasonable advance notice is given to the employee's supervisor. No more than ten days of annual leave may be taken in less than five day blocks each year by each employee. Requests for half-hour segment use in excess of ten days per year will be considered. Supervision shall respond to a leave request under this Article within 24 hours of receipt. If more employees want the same annual leave periods than can be given without impairing operations, then employees with greater seniority shall have first choice of leave periods.

Section 4.5 – Annual Leave, Pay

Annual leave pay shall be the employee's straight time hourly rate for each hour or segment of an hour taken.

When a holiday falls within an employee's annual leave time, s/he shall be paid one additional day's pay in accordance with the above schedule of annual leave.

Section 4.6 – Annual Leave, Accumulation

Annual leave shall not be cumulative from year to year, but employees may carryover ten unused days (37.5 hour week = 75 hours; 40 hour week = 80 hours) to be added to the following year's entitlement. At no time shall an employee's annual leave credit exceed the amounts set forth in Section 4.1 by more than ten days, as herein provided, and additional unused days will not be carried over.

Section 4.7 – Annual Leave, Advance Use

Employees with six months of service may be permitted to use five days of annual leave, which shall be part of the first year's annual leave entitlement.

Section 4.8 – Annual Leave, Terminated Employees

In the event of termination, an employee shall be paid for all unused annual leave credited but not taken, and will reimburse the county for any advanced, unearned annual leave used. Leave will be prorated for each full month of service beyond the anniversary date.

Section 4.9 – Annual Leave Exchange Program

Employees who have accumulated more than fifteen (15) days of annual leave may relinquish up to five (5) whole day segments of annual leave for the cash equivalent according to the following terms:

- A. Annual leave balances shall be as of the beginning of the first payroll in June, according to Information Services Department Records.
- B. Employees will request the annual leave exchange payment on forms developed for this purpose by the Employers, and time shall be relinquished at the beginning of the second June payroll period.
- C. Time relinquished is payable at the rate effective at the beginning of the first June payroll, and is not returnable to the employee.
- D. Payments will be made between the last payroll in June and the last payroll in July, except in the case of separation from service, in which case employees will be paid in the normal manner.
- E. To qualify for the program, employees must have had no periods of unpaid leave in the twelve (12) month period immediately preceding the application, to be verified by the Sheriff.

4.10 Family and Medical Leave Act of 1993 (FMLA)

In addition to and notwithstanding the above, the following shall apply to all leaves of absence under FMLA (29 USCS 2600 et seq):

1. The 12 month period within which an employee is entitled to 12 weeks leave shall be a rolling 12 month period measured backward from the date an employee uses any FMLA leave.
2. FMLA leave may be taken intermittently in quarter hour segments or in any other block of time.
3. Any leave taken will be charged to annual leave then available, except that employees may maintain up to 2 weeks of annual leave which do not have to be applied to the 12 week period.
4. Health insurance coverage will be maintained during FMLA leave. Employees must arrange for payment of employee contributions to health insurance premiums, if any, through the Department of Human Resources.
5. Any paid leave taken as a result of a triggering event, including disability and workers' compensation leave supplemented to full pay, shall be counted as part of the FMLA leave entitlement.

4.11 Leave, Bereavement

At the discretion of the Sheriff up to five days off with pay may be authorized for deaths.

4.12 Paid Leave Bank

PURPOSE – To establish a paid leave bank that can be utilized by employees at the Ontario County Sheriffs Office who suffer prolonged illness and whose leave accruals become exhausted during an extended period of illness or disability.

MEMBERSHIP - Membership in the paid leave bank is voluntary. Each employee electing to participate in the paid leave bank will contribute one day of accrued leave (annual leave or compensatory time) at the time of enrollment. Employees who participate in the paid leave bank may withdraw their membership at anytime (donated days can not be removed from the bank once donated). Only members of the bank will be eligible to use days from the bank. After initial enrollment, members will donate paid leave to the bank on an as needed basis.

The paid leave bank may only be used for disabilities or illnesses that are not job related.

ELIGIBILITY – All employees enrolled in the paid leave bank are eligible to withdraw days from the bank (subject to availability) as follows:

- 1) Employee must be legitimately ill and off for a minimum of five consecutive days (medical documentation may be required).
- 2) The employee must have exhausted all his/her own accrued leave time as well as contractual disability leave.
- 3) Awards will be granted up to sixty (60) days. Extension of the sixty day maximum is possible up to a total of one hundred and twenty days (120). This is subject to the approval of the paid leave bank committee.

The paid leave bank committee will be made up of the three bargaining unit presidents or their designees, a secretary and the Sheriff (or Designee). The Sheriff will provide the secretary (who is a committee member) for the committee who will keep track of committee records (who is a bank member, total days in the bank, etc.)

All applications for awards and notices of an individual's intent to join or withdraw from the paid leave bank must be in writing, and will be effective only when filed with the Sheriff.

Any medical records requested by the committee in support of the application will be kept strictly confidential. The Sheriff will be the sole custodian of any requested medical documentation.

The decision of the paid leave bank committee shall be final, no award or denial of award under this article shall be subject to the grievance or arbitration procedure.

4.13 Leave, Jury Duty

An employee selected for jury duty shall receive paid leave, not to exceed fifteen days annually, when attendance as a juror is required on regularly scheduled workdays by the Court. Employees on jury duty leave shall remit to the Employer all remuneration received as a juror including money paid for mileage and parking unless such mileage and/or parking expenses are actually incurred. Mileage will not be considered incurred if the employee reports to jury duty and

works in the same city or town. To be eligible for the above benefit, the employee will cooperate with the Employer by notifying the Employer through his department head, immediately upon being summoned as a juror, and in joining in a request for deferral of jury duty whenever, in the Employer's judgment, such a request is necessary.

4.14 Leave, Sick

The provisions for the use of sick leave days for employees who had accumulated sick leave days, as recorded on the books of the County as of March 31, 1977, and only for those employees employed on that date, are as follows:

- a. Beginning January 1, 1978 an employee who has accumulated sick leave as provided in this section may use up to five of such accumulated days on any day on which he is ill or disabled during each calendar year, provided such employee is not receiving benefits under the New York State Disability Plan or Worker's Compensation for the same sick day.
- b. Following exhaustion under the New York State Disability Plan, any of the employee's remaining accumulated sick leave days in the bank may be used.
- c. Any unused sick leave days will be credited in the Retirement System at the time of retirement.
- d. There shall be no new sick leave days accumulated by the employees.

4.15 Leave, Sick, Verification

When continuous sick leave exceeds two days, the Sheriff, may require as a condition of payment a statement from the employee's physician certifying the nature of the illness and probable period of disability. When continuous sick leave exceeds thirty calendar days, Sheriff may require a physical examination by a physician selected by and paid for by the Employer, and continuing physical examinations at reasonable intervals while the illness continues, in the discretion of the physician selected. The Sheriff may require a doctor's certificate from an employee for any day of sick leave if he has reason to believe that the employee is abusing sick leave. The provision for such discipline does not change the right of the Employers to take other disciplinary action which may be more or less severe.

4.16 Leave, Sick, Payment on Termination

Employees having accrued sick leave at the time of separation from the department shall be paid in full for the amount of said leave.

ARTICLE 5 HOLIDAYS

5.1 Holidays, General

The following days shall be designated paid holidays:

1. New Year's
2. Martin Luther King, Jr., Day
3. Washington's Birthday
4. Memorial Day
5. Independence Day
6. Labor Day
7. Columbus Day
8. Veteran's Day
9. Thanksgiving Day
10. Christmas
11. Floating Holidays (two)

5.2 Holidays, Floating -Investigators

A floating holiday may be taken at any time during the year, provided that the Sheriff has approved the taking of the day as a holiday in advance. New employees must be employed a minimum of thirty calendar days in order to earn a floating holiday. Persons who work any part of the first six months of the year (January 1 through June 30) shall be entitled to one floating holiday, and persons who work any part of the second half of a year (July 1 through December 31) shall be entitled to one floating holiday. Employees may take both holidays in the first six months of a year if the Sheriff approves. If, at the end of the year or the end of a six month period, whichever is applicable, or upon leaving the service of the County, an employee has not used the number of floating holidays to which he is entitled, despite his having made a good faith attempt to do so, he shall receive holiday pay for those floating holidays requested but not granted. However, if the employee leaves the County's service before earning the second holiday, one day's pay will be returned to the county upon the employee's leaving. Floating holidays shall not be cumulative.

5.3 Holiday Pay - Investigators

Any investigator required to work on a holiday shall receive time and one-half his straight time hourly rate for all hours worked on a holiday plus holiday pay. Hours worked in excess of the employee's regularly scheduled hours during the twenty-four hours comprising the holiday shall be paid for at two and one-half times the employee's straight time hourly rate; overtime which is worked prior to or after the twenty-four hours comprising the holiday shall be paid for at one and one-half times the employee's straight time hourly rate.

5.4 Holidays, Saturday and Sunday Observance

When one of the above holidays falls on a Saturday or Sunday, the Employer shall pay the employee an additional day's pay, which shall be calculated in the same fashion as a day of annual leave.

5.5 Holidays, County Police Officers and Sergeants

Police Officers and Sergeants shall be paid on November 30 of each calendar year in an amount equal to their holiday pay for each holiday listed above which occurred while they were on the payroll and actively at work during that calendar year. Election Day and Lincoln's Birthday shall be designated as holidays for police officers and sergeants, in lieu of the two floating holidays extended to investigators. An employee who terminates during the calendar year shall be paid at termination for all holidays which occurred while he was on the payroll and actively at work prior to his termination in that calendar year. Employees covered by this Section who actually work on a holiday shall be paid at time and one-half their normal hourly rate, for all hours worked.

Payment will be made to those employees who are injured while on duty by prisoners or other third parties, or in motor vehicle accidents. No payment of holiday pay shall be made to employees who receive other incidental kinds of injuries while on duty, even if those injuries result in absence on a holiday when the employee is receiving full pay under General Municipal Law Section 207-c. Payment will be made as part of the normal November 30 payment to eligible employees.

Employees who are required to work on January 1 (New Year's Day), July 4 (Independence Day), November 11 (Veterans' Day) or December 25 (Christmas) shall receive time and one-half their regular rates of pay when any of these holidays fall on a Saturday or Sunday. Employees who are required to work on both the nationally observed holiday and the contract observed holiday when such falls on a Saturday or Sunday shall receive time and one-half their regular rates of pay only for one of the days, the day that the most hours are worked. For example, an employee required to work on

both Sunday, December 25 (nationally observed holiday) and Monday, December 26 (contract observed holiday) in 1988 can receive time and one-half for hours worked on either December 25 or December 26, but not both.

ARTICLE 6 INSURANCE AND RETIREMENT

HEALTH INSURANCE

6.10 Health Insurance

The employer shall make available to each employee either single, family, sponsor, or family-no spouse coverage, as available, under one of the following plans, each of which is in effect at the date of execution of this agreement, or as noted:

- a. Blue Cross/Blue Shield/Blue Million Preferred, with the following riders: Full Out-Patient Rider, First Aid/Consultation Rider, and \$5.00 Co-pay Prescription Drug Rider;
- b. Blue Choice Extended;
- c. Preferred Care Comprehensive
- d. Blue Choice Select Plan, with the vision care rider and the eye wear rider.
- e. Finger Lakes Premier SelectPlan.
- f. Blue Choice Plus (available 1/1/99).⁶
- g. Preferred Care Community (available 1/1/99).⁷

Employees may change plans at least once per calendar year, at a time established by the employer.

A special open enrollment period for health insurance plan selection will be held in January each year of this agreement, except that in 1999 said open period will be held in April.

⁶. Interim benefit agreement 10/23/98

⁷. Interim benefit agreement 10/23/98

6.11 Health Insurance, Employee Contribution⁸

Premium Co-Payment:

BC/BS/BMillion	25%
Blue Choice Extended	25%
Preferred Care Comp	25%
Blue Choice Select	0%
FL Select Plan	25%
Blue Choice	0%
Preferred Care Community	0%

All employee payroll deductions for health insurance contribution will be made on a pre-tax basis using a premium conversion plan implemented April 1, 1991 or any subsequent FSA. All said deductions shall be spread over twenty-four pay periods per year, with no deduction taken for health insurance from the third payroll occurring in any calendar month.

6.12 Health Insurance, Review Committee

The Union and the County agree to establish a bilateral committee for the purpose of investigating alternatives to the health insurance plans provided in this agreement. The committee shall consist of an equal number of Union and County representatives and shall meet at mutually agreeable times. The County may provide health care coverage by self insurance during the term of this agreement, provided that no reduction in benefits occurs and that no cost to the employees results. Any change in the health insurance provided by this contract must be approved by the Union membership and the Board of Supervisors of Ontario County, and implementation of a new health insurance program, other than self insurance as provided above, shall only take place by mutual agreement of the Union and the County.

6.13 Health Insurance, Death Benefit

For all members of the Bargaining Unit the Employer will pay one hundred percent of the then present cost of Blue Cross-Blue Shield coverage (providing the same benefits as then provided to all County employees) for widows, widowers, and children of the aforementioned killed in the line of duty. Coverage for widows and widowers shall continue for life or until remarried, and in the case of children until they reach of the age of eighteen or marry, contingent upon the Employer's ability to purchase a family plan from Blue Cross-Blue Shield to cover said widows, widowers, and children. In the event self insurance is implemented, comparable benefits will be extended to survivors.

⁸. Contract agreement 2/23/99

6.14 Health Insurance, When Benefit Available

The above health insurance shall be provided for all months that an employee is actively at work, and all periods of absence due to disability, Workers' Comp, or family medical leave, and all periods of paid leave of absence. If an employee has exhausted such benefits and his employment is not terminated, he shall be permitted to continue medical insurance coverage by paying the full cost of such coverage.

DISABILITY BENEFITS

6.20 Disability Insurance

The Employers shall purchase, at County expense, New York State Disability Insurance for all employees covered by this Agreement. Such disability insurance shall provide coverage immediately for all employees who are on the payroll on the effective date of this Agreement, and for persons who are employed after that date coverage will become effective on the date provided by such contract of insurance.

6.21 Disability Benefits, Pay Supplement

When an employee qualifies for payment of New York State Disability benefits for any day, the Employers will supplement the difference between such benefit and the employee's regular daily pay for each such day paid for under the contract of insurance, in accordance with the following longevity schedule:

DISABILITY:

Over 15 years	100% of full pay for 4 months
	80% of full pay for 2 months
Over 10 years	100% of full pay for 3 months
	80% of full pay for 3 months
Over 5 years	100% of full pay for 2 months
	80% of full pay for 4 months
Under 5 years	80% of full pay for 6 months

6.22 Disability, Self-Insurance Option

The County shall have the option of self-insuring the present disability insurance plan under which the employees represented by CSEA are now covered. If the County decides to self-insure such plan it shall do so in accordance with the Worker's Compensation Law and the rules and regulations promulgated from such law. Furthermore, the County shall guarantee that all benefits and protections granted employees under the law as well as the plan presently in effect shall continue in full force and effect. If the benefits under the law are increased or if any changes occur in the law covering disability which are advantageous to the employee, the County shall amend its self-insured plan to conform to such changes.

6.23 Disability Claims, Benefits and Disputes

The qualifications for and benefits of New York State Disability shall be as provided for in the contract of insurance or the rules and regulations of the self-insurance plan, which shall be provided to the union. Disputes as to coverage shall not be a grievance under this agreement but shall be resolved as provided by law. The Employers' obligation to pay the supplement to disability benefits shall rest on the outcome of the claim under the applicable laws and regulations, and will be payable only when and if such claim is paid. Employees receiving disability benefits under this article shall not, during the time for which said benefits are paid, accrue paid leave of any type under this agreement

6.30 Workers' Compensation:

In addition to benefits provided under the New York Workers' Compensation Law, Employer agrees to provide employees for injuries, as defined in said law, compensation in an amount equal to that provided for in the Worker's Compensation Law, for time regularly scheduled but not worked, starting from the first day of work-related injury or illness and continuing until the employee returns to work or receives statutory compensation benefits. Any benefits paid under this Article for time for which statutory compensation benefits are also paid shall be refunded to the Employer. No benefits under this article will be paid in partial-day segments. The maximum compensation limits, as provided in the Worker's Compensation Law, shall apply to compensation provided under this article. It is understood that the employee's annual leave will not be affected by this article.

6.40 General Municipal Law 207-c Procedure

PART A: GENERAL PROVISIONS

Section 1. Definitions

1. Applicant - Any member of the bargaining unit making application for benefits pursuant to Section 207-c of the General Municipal Law.
2. Sheriff - The individual lawfully holding the office of Sheriff of Ontario County.
3. 207 - Section 207-c of the General Municipal Law.

Section 2. Construction, Separability, Compliance.

1. This procedure shall not be construed to limit or repeal additional requirements imposed by statute or otherwise.
2. If any provisions of this procedure shall be held invalid in whole or in part or inapplicable to any person or situation, all other provisions thereof shall nevertheless remain fully effective and the application of any such provisions to other persons not similarly situated or other situations shall not be affected.
3. Failure of an applicant to comply with a lawful direction of the Sheriff issued by him in the administration of this procedure or Section 207, or failure of an applicant to provide the Sheriff with relevant information with respect to

his investigation of the applicant's claim shall be presumptive evidence of the applicant's unwillingness to cooperate with the Sheriff in the processing of such applicant's claim.

Section 3. Notice

1. Any member of the bargaining unit who receives or has received benefits under General Municipal Law 207-c, and who commences an action against any party responsible for his injuries is required to give notice of the commencement of said action to the Sheriff.

PART B. APPLICATION FOR BENEFITS

Section 1.

An application for 207-c benefits shall not be considered unless a written report has been filed with the Sheriff, within twenty-four (24) hours of the incident, or as soon thereafter as practicable, claimed to have given rise to the claimed disability.

Section 2.

Application for disability benefits for an applicant may be made by such applicant, the Sheriff, or some other person acting on behalf of and authorized by such applicant.

Section 3.

An application shall be deemed "untimely" unless it is received within sixty (60) days from the date of the incident alleged to have given rise to the disability, or from the time such condition is discovered. The Sheriff may, in his discretion, excuse the failure to file the application within the sixty day period upon a showing of good cause.

Section 4.

The application must be made on the form provided by the Sheriff and must set forth fully: (1) the time and place where such incident occurred; (2) a detailed statement of the particulars thereof; (3) the nature and extent of the applicant's injury; and (4) the alleged incapability; and (5) any other information requested on the application form provided by the Sheriff.

Section 5.

After the filing of said application, such applicant shall submit to one or more medical examinations as may be directed by the Sheriff.

Section 6.

The Sheriff shall have exclusive authority to initially determine the eligibility for benefits of all applicants under Section 207. He shall inquire into the facts of each application, and to that end shall have full authority and power to: (1) employ experts and specialists; (2) require the attendance of the applicant and all other witnesses for testimony at any time upon reasonable notice; (3) require the applicant to sign forms for release of medical information with respect to the applicant; (4) require the production of all books, papers, documents and other records pertaining to such injury; and (5) do all that may be necessary or advisable in the processing of such applications.

Section 7.

Pending the determination of any application, time off taken by the applicant and alleged to be attributable to the incident which gave rise to the claimed disability shall be charged to paid leave. After the exhaustion of applicant's available paid leave, the Sheriff may, in his discretion, direct the payment of the applicant's salary and wages pending a determination upon a showing of hardship, if the application, in his opinion, indicates a preliminary likelihood of eligibility. If the salary and wages are preliminarily deducted but there is a final determination of ineligibility, the monies paid to the applicant shall be refunded to and may be recovered by the County in a civil action, or deducted from the applicant's paid leave, etc. If there is a final determination of eligibility, any paid leave charged pursuant to this section will be restored to the applicant.

Section 8.

After a determination is reached on the application, the Sheriff shall forthwith mail a written notice thereof to the applicant at the address specified in such application.

Section 9.

If the determination is that the applicant is eligible for disability benefits under 207, then the applicant shall be so categorized, and pursuant thereto shall be reimbursed retroactively from the date upon which disability is first found.

Such benefits shall continue so long as the application remains eligibly disabled or until otherwise terminated pursuant to law. Upon a determination of disability, Ontario County shall have all remedies available under the law.

Section 10.

If the determination of the Sheriff is that the applicant is not eligible for such disability benefits, then at any time within twenty-one (21) days after the mailing of such notice, the applicant or his counsel may serve a written demand on the Sheriff for a hearing and further evaluation of such application. After such hearing, the Sheriff shall make his decision setting forth the basis of such determination. A copy thereof shall be mailed to the applicant and his counsel, if any. Such decision shall be subject to review only as provided in Article 78 of the CPLR.

Section 11.

In connection with the proceedings herein, the hearings shall be conducted in accordance with Article 3 of the State Administrative Procedure Act, except where expressly provided otherwise.

PART C: REVIEW OF DISABILITY, LIGHT DUTY

Section 1.

If an individual receiving 207 disability benefits is not eligible for, or is not granted a New York State accidental or ordinary disability retirement and the Sheriff, after receiving an opinion from county physicians, or an opinion from the individual's own doctor or any physician appointed for the purpose by the municipality, that the individual is unable to perform his regular duties as a result of such injury or sickness but is capable of performing specified types of light duty, determines that such individual is capable of such light duty assignment, the Sheriff shall order the individual to report for such available light duty at a certain date by mailing said notice to the individual at the address provided in the application.

Section 2.

The Sheriff shall have the right to apply for accidental disability or ordinary disability retirement benefits from New York State under the Retirement and Social Security Law of New York, notwithstanding the applicant's failure or refusal to do so.

Section 3.

The Sheriff must provide for a hearing in the event that the individual disagrees with the determination with respect to the light duty assignment and requests a hearing. The Sheriff shall have the same power upon such hearing as upon an

original application. After such hearing the Sheriff shall make his decision. A copy thereof shall be mailed to the individual and his counsel, if any. Such decision shall be subject to review only as provided in Article 78 of the CPLR.

Section 4.

If an individual receiving 207 benefits refuses or fails to appear for available light duty assignment, contrary to the Sheriff's orders, payment of the full amount of his regular salary or wages shall be discontinued as of the date specified in said order for the individual to return to work. If the individual is ultimately found incapable of performing light duty, the full amount of his regular salary or wages shall be reimbursed retroactive to said date of discontinuance. Pending a final determination, the individual may, at his option, use any available paid leave.

Section 5.

(a) The Sheriff is hereby authorized to make periodic reviews in the cases of members receiving disability benefits for the purpose of determining whether they continue to be entitled to disability benefits, and in furtherance thereof may take such action as is appropriate under the law.

(b) The Sheriff is hereby authorized to review the cases of persons receiving benefits equivalent to those afforded pursuant to 207 prior to the enactment of this procedure where no actual finding of a causal relationship between the injury or sickness and the performance of his duties in the Sheriff's department was ever made by a court or administrative body.

(c) An individual who is receiving benefits under 207 shall notify the Sheriff in writing of a change in condition which enables him to return to normal duty or renders him available for light duty assignment within forty-eight (48) hours of such change. A failure to so notify the Sheriff shall constitute grounds for terminating benefits under 207.

Section 6.

If for any lawful reason, including but not limited to those mentioned in Part C herein, the Sheriff shall determine the recipient is no longer or was never eligible for 207 benefits, he shall terminate said benefits as of the date of ineligibility, except that as to reviews authorized under Section 18(b) herein, said benefits shall only be terminated as of the date of determination of ineligibility. Said notice of termination and the reasons therefor shall be served by mail. If the individual disagrees with the determination of the Sheriff, he may serve upon the Sheriff within ten days after the receipt of the notice, a notice of appeal and demand for a hearing to review the determination. After the service of such demand, the Sheriff shall forthwith schedule and hold a hearing upon such appeal at which time the individual may be represented

by counsel. The Sheriff shall have the same power upon such hearing as upon an original application. After such hearing, the Sheriff shall make his final determination. A copy thereof shall be mailed to the applicant and his counsel, if any. Such final determination shall be subject to review only as provided in Article 78 of the CPLR.

PART D: PAYMENT FOR MEDICAL SERVICES

Section 1.

No bills or claims for medical, hospital or other lawful remedial treatment rendered shall be paid unless the following procedure is complied with:

- (a) Except in the case of emergency or where authorized by the Sheriff or his designee, a member receiving disability benefits shall notify, in writing, the Sheriff before incurring any expense for medical services, hospitalization or other lawful remedial treatment alleged to be related to the disability.
- (b) On each bill or claim for such services, the person or persons rendering such services shall certify thereon that the services rendered were required as a consequence of the disability related incident.
- (c) Bills for drugs, appliances and other medical supplies will only be paid after a copy of the prescription by a doctor is filed with the Sheriff for the particular items billed stating thereon that the items supplied were required as a consequence of the injury or sickness upon which 207 claim is based.

6.50 Defense and Indemnification

The Employer will indemnify and defend employees in the unit for claims arising out of the employees' performance of their duties, as required by General Municipal Law 50-j and Local Laws of Ontario County in 1977 and 1986, and any subsequent local laws or amendments thereto.

6.60 Retirement Plans

The Employer shall provide NYS Retirement Plan Section 552, Article 14-b (20 year retirement). Effective January 1, 2001, the employers will elect to provide an additional pension of 1/60th of final average salary for each year of service completed beyond 20 years, but not to exceed 15 years, pursuant to Retirement and Social Security Law Section 553.⁹

In addition, the Employer provides the following NYS Retirement Plans and options: Sections 75-c, 75-e, 75-g, 75-I; Article 14; Article 15; Sections 41-j, 341-j, 41-k, 341-k, 60-b, 360-b, 89-a, 89-b, 89-bm, 89-p, 89 pt 3, 89 pt 4, to the extent permitted by law, for all eligible employees covered by this contract.

⁹. Contract agreement 2/23/99

ARTICLE 7 OTHER

7.10 Payroll Deduction, Dues and Insurance

- a. The Civil Service Employees Association, Inc. shall have exclusive rights to payroll deduction of dues and union sponsored insurance benefit program premiums for employees covered by this agreement. Such dues and premiums shall be remitted to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224 on a payroll period basis. The Employer agrees to submit to the Civil Service Employees Association, Inc., 143 Washington Avenue, Albany, New York 12224 each payroll period a list itemizing the deductions of each employee.
- b. The Union hereby agrees to hold the Employers harmless for any and all damages it may sustain as a result of making the payroll deductions provided for in this Article.

7.20 Smoke Free Facilities¹⁰

Effective November 1, 1997, all county buildings under the direct control of the Ontario County Sheriff, specifically the Ontario County Headquarters and Jail, and the Hopewell Correctional Facility, shall be smoke-free and smoking shall be prohibited, except to the extent necessary to prevent findings of coercion during the interrogation of criminal suspects. The employers will make a good faith effort to provide a reasonable location outside county buildings for smoking, and will similarly attempt in good faith to provide smoking cessation assistance to all members desiring it, through Ontario County Public Health, the Employee Assistance Program, and/or such other resources as may be appropriate for the number of employees desiring such assistance.

7.30 Tuition Reimbursement

The employers will provide reasonable funding for tuition reimbursement in the 2002-2004 budgets, and employees in the bargaining unit shall be permitted to participate in the tuition reimbursement plan, as established by Resolution 382 of 1980, and any amendments thereto, subject to such budget limitations.

7.40 Testing Fees, Civil Service

¹⁰. MOA2-1997

Employees shall not be required to pay any civil service testing fees for promotional examinations administered by the Ontario County Department of Personnel, except that any employee who has been notified that he/she will be laid off shall not be required to pay any civil service testing fees for open competitive examinations from the date of said notice to the expiration of one year following the last day of work.

7.50 Flexible Spending Arrangement (FSA)

The County agrees to establish, at no cost to the employee, a Section 125, Parts a, b and c, FSA for each member of the bargaining unit. The FSA will be established by January 1, 1996. The union and the County agree to meet and confer for the selection of a third-party administrator.

7.60 Voluntary Physical Fitness Program

The employers shall obtain twenty¹¹ single memberships at the Canandaigua YMCA for use by members/employees covered by this Agreement.

7.70 Physical Fitness Stipend and Standards

These standards are taken from the "Medical and Physical Fitness Standards and Procedures for Police Officer Candidates" as prescribed by the Municipal Police Training Council. Both male and female Unit members will have the same qualifications for physical fitness as described in the table on the next page.

Before an individual is eligible for the test, he/she must receive certification from a physician stating that he/she is physically able to undergo the physical fitness test.

Each individual can take the physical fitness test once per year. If a Unit member does not successfully pass the test, he/she will be able to take one retest per year. A qualified monitor designated by Ontario County Human Resources will administer the test. The guidelines for each part of the test are stated on the following pages.

Reasonable accommodations will be made for individuals who have a disability as defined by the Americans with Disabilities Act (ADA). The Municipal Training Council and the Cooper Institute for Aerobics Research provide alternative testing for individuals with a disability under ADA.

¹¹. MOA 1-1997

Each Unit member who successfully passes the test will receive a \$500 credit to a medical flexible spending account, unless the member designates a dependent care account on the appropriate forms during an applicable enrollment period. Every subsequent calendar year, the Unit member will receive a \$500 flex spending credit if he/she is still able to pass the test for his/her age group.

Definitions:

Sit-up: Muscular Endurance (Core Body)- The score indicated on the next page is the number of bent-leg sit-ups performed in one minute.

Flex: Flexibility- The "sit and reach" test measures the range of motion of the lower back and hamstrings. This portion involves stretching-out to touch the toes and beyond with extended arms from the sitting position. The score is in inches reached in a yardstick with the 15' mark being at the toes.

Push-up: Muscular Endurance (Upper Body)- The score below is the maximum number of full body repetitions that a candidate must complete without breaks.

1.5 Mile Run: Cardiovascular Capacity- The score indicated below is calculated in minutes: seconds.

Test

Age	Sit-up	Flex	Push-up	1.5 Mile Run
20-29	38	16.5	29	12:51
30-39	35	15.5	24	13:16
40-49	29	14.3	18	14:29
50-59	24	13.3	13	15:26
60+	19	12.5	10	16:43

Sit-up and Push-up: Muscular Endurance Testing

Muscular endurance is defined as the ability to contract the muscle repeatedly over a specific period of time without undue fatigue.

Procedures

Sit-up Test

This test measures abdominal endurance.

1. The subject starts by lying on the back, knees bent, heels flat on the floor, with the fingers laced and held behind the head.
2. A partner holds the feet down firmly.
3. The subject then performs as many correct sit-ups as possible in one minute.
4. In the up position, the individual should touch elbows to knees and then return until the shoulder blades touch the floor.
5. Score is total number of correct sit-ups. Any resting should be done in the up position.

6. Breathing should be as normal as possible, making sure the subject does not hold their breath as in the Valsalva maneuver.
7. Neck remains in the neutral position.
8. Do not pull on the head or neck.

Push-up Test

This test measures muscular endurance of the upper body (anterior deltoid, pectoralis major, triceps).

1. The hands are placed slightly wider than shoulder width apart, with fingers pointing forward. The administrator places one fist on the floor below the subject's chest. If a male is testing a female, a 3-inch sponge should be placed under the sternum to substitute for the fist.
2. Starting from the up position (elbows extended), the subject must keep the back straight at all times and lower the body to the floor until the chest touches the administrator's fist. Subject then returns to the up position. This is one repetition.
3. Resting should be done only in the up position.
4. The maximum number of correct push-ups is recorded as the score.

Sit and Reach Test

Flexibility is included in total fitness assessment because of the widespread problems of lower back pain and joint soreness. Many of these problems are related to a sedentary lifestyle. Flexibility is defined as the range of possible movement in a joint or group of joints. It is necessary to determine the functional ability of the joints to move through a full range of motion.

Equipment:

1. 12" box
2. yardstick on box with 15" mark at edge

Procedures

1. The subject should warm up.
2. The shoes must be removed.
3. The feet are placed squarely against the box with the feet no wider than eight inches apart. Toes are pointed directly toward ceiling.
4. The knees remain extended throughout the test.
5. The hands are placed one hand on top of the other, fingertips even.
6. The yardstick is set on the box such that the 15" mark is flush with the edge of the box.
7. The subject leans forward without lunging or bobbing and reaches as far down the yardstick as possible. Then hands must stay together and even and the stretch must be held for one second. Neck remains in the neutral position.
8. Record the reach to the nearest $\frac{1}{4}$ inch.
9. Three trials are allowed; the best of the three trials is recorded.
10. Exhaling on the reach is recommended.

1.5 Mile Run Test

Procedures

1. Participants should not eat a heavy meal or smoke at least 2-3 hours prior to the test. Participants should warm up and stretch thoroughly prior to the test.
2. Each subject should have experienced some practice in pacing prior to the test. Often subjects will attempt to run too fast early in the run and become fatigued prematurely. A trained pacer might accompany the participants around the track during the actual test.
3. The participant runs 1.5 miles as fast as possible. If a 440 yard track is used, 6 laps must be completed using the inside lane (lane 1). If using a 200-meter track, an additional 15 yards must be run after the 6 laps are completed.
4. During the administration of the test, the participants can be informed of their lap times. Finish times should be called out and recorded.
5. Upon test completion, a mandatory cool down period is enforced. The participants should walk slowly for about five minutes immediately after the run to prevent venous pooling (ie. pooling of the blood in the lower extremities which reduced the return of blood to the heart and may cause cardiac arrhythmias).

7.80 Alcohol and Drug Testing

DEFINITIONS

ALCOHOL - the intoxicating agent in beverage alcohol, or: ethyl, methyl, or isopropyl alcohol.

CONTROLLED SUBSTANCE - marijuana, cocaine, amphetamines, phencyclidine, or opiates.

DRUG - controlled substance

MRO - Medical Review Officer, a licensed physician who reviews and interprets laboratory results relative to a drug-testing program.

TEST REFUSAL - Employees are prohibited from conduct that obstructs the testing process. Employees that engage in such conduct shall be considered to have refused to test.

Policy

The overall coordinator of this policy is the Ontario County Director of Human Resources. If you have questions concerning this policy contact your supervisor or the program coordinator.

The Sheriff's Unit Road Patrol contract of January 1, 2002 – December 31, 2004 requires alcohol and drug testing of all road patrol unit members. To insure uniformity and fairness in this testing program the following policy and procedures will apply. The policy is intended to mirror the Federal Department of Transportation guidelines. Procedures and Protocol may change and evolve as the guidelines set forth by the Department of Transportation change.

A. Alcohol Testing

1. Prohibitions

Any on duty function is prohibited under the following conditions:

Reporting for duty or remaining on duty with a breath alcohol concentration of 0.02 percent or greater as indicated by an alcohol breath test.

Reporting to work within four (4) hours after using alcohol.

No employee required to take a post-accident alcohol test shall use alcohol for eight hours following the accident or until a post accident test is administered, whichever comes first.

2. Required Tests:

Post-Accident

Alcohol breath tests will be conducted under the following conditions:

- a. All fatal accidents
- b. Upon investigation it is determined that the Deputy's actions contributed to the accident.

Alcohol breath test will be conducted within eight (8) hours of the accident.

Employees are expected to remain available for testing. Failure to do so constitutes a refusal to test.

Employees may request legal counsel or CSEA representation.

For purposes of this rule an accident is defined as an incident involving vehicles or equipment (snowmobile, boat, jet ski, ATV) in which there is either a fatality, an injury requiring medical treatment away from the scene, or the vehicle or equipment is inoperable following the accident.

Reasonable Suspicion

Reasonable suspicion testing will be conducted when a trained supervisor observes behavior, speech, odor or appearance that is characteristic of alcohol misuse. Unless completely impractical, reasonable suspicion testing should be done by Health Works or other contracted testing agency.

Random Testing

The annual percentage rate of alcohol testing will be 10%. Tests will be conducted on an unannounced basis, spread reasonably throughout the calendar year, and administered just before, during or just after an officer's assigned shift.

Return to Duty

Return to duty testing will be conducted when an individual who has violated the prohibited alcohol conduct standards intends to return to work. An alcohol test with resulting concentration of less than 0.02% will be required prior to reassignment. An employee cannot be returned to duty until an evaluation has been completed by a substance abuse professional, and the rehabilitation recommendations complied with. During any period of treatment the employee will be eligible to discharge accumulated annual leave. Once the individual returns to duty, at least six (6) unannounced follow up tests will be conducted during the twelve (12) month period following the return to duty date. This random follow up testing frequency may be increased by the substance abuse professional. The time required to comply with follow up testing requirements shall not be considered "on duty" time. Ontario County will pay all costs (with the exception of the employee's time) for the unannounced follow up testing.

Test Refusal

Refusal to undergo any of the tests outlined above will be treated the same as a positive test.

Process for Random Selection

Officers will be randomly selected for testing from a self-contained pool of officers maintained by Health Works. The testing dates and times will be unannounced and with unpredictable frequency throughout the year.

4. Process for Alcohol Testing

Alcohol screening will be conducted using evidential breath testing devices (EBT). An initial screening test will first be administered, with any resulting alcohol concentration of less than 0.02% considered as a

negative test. A confirmation test will be required for alcohol concentration of greater than 0.02%. A confirmation test result of greater than 0.02% will be considered to be a positive test.

5. Consequences of Alcohol Misuse

The intent of this program is to encourage employees to enter appropriate treatment before disciplinary action is required. Sheriff's Deputies of Ontario County, who engage in alcohol misuse in accordance with the testing procedures outlined above, will be suspended from duty, referred to substance abuse treatment/counseling and may have disciplinary action taken against them in accordance with their CSEA contract if otherwise appropriate.

6. Confidentiality of Records

All employee alcohol-testing records are confidential and test results will only be released to the Ontario County Sheriff, Director of Human Resources, and the substance abuse professional. Any other release of information will only be allowed with the employee's consent.

All dated records and notifications for verified positive test results will be maintained for a period of five years.

All dated records and notifications for negative test results will be maintained for a period of one year.

The records of any breath alcohol test results are maintained under strict confidentiality and will not be released without the specific written authorization of the tested individual. Results will be released however to Federal, State, or local officials with regulatory authority over the controlled substances program.

B. Drug Testing

1. Prohibitions

No employee shall report for duty or remain on duty if they have used any controlled substances (have evidence of controlled substances in their urine). The only exception is when use is under physician's order, documentation of such has been provided to the Ontario County Sheriff, and the Sheriff and the treating physician concur that the drug does not impair the individual's ability to perform their required duties.

2. Unauthorized Controlled Substance:

The following are prohibited controlled substances. Whenever drug testing is required all urine specimens will be analyzed for the following controlled substances:

- a. Marijuana
- b. Cocaine
- c. Amphetamines
- d. Opiates (including heroin)
- e. Phencyclidine (PCP)

3. Required Tests:

Post-Accident - Controlled substances testing will be conducted under the following conditions:

- a. All fatal accidents.
- b. Upon investigation it is determined that the Deputy's actions contributed to the accident.

Controlled substances tests must be conducted within thirty-two (32) hours of the accident.

Employees are expected to remain available for testing. Failure to do so constitutes a refusal to test.

Employees may request legal counsel or CSEA representation. For purposes of this rule an accident is defined as an incident involving vehicles or equipment (snowmobile, boat, jet ski, ATV) in which there is either a fatality, an injury requiring medical treatment away from the scene, or the vehicle or equipment is inoperable following the accident.

Reasonable Suspicion

Reasonable suspicion testing will be conducted when a trained supervisor observes behavior, speech, odor, or appearance that is characteristic of controlled substance misuse. Belief that the employee has violated controlled substances prohibitions must be based upon specific and articulable observations.

Random Testing

The annual percentage rate of controlled substances testing will be 50%. Tests will be conducted on an unannounced basis, spread reasonably throughout the calendar year, and administered just before, during or just after an officer's assigned shift. Employees selected for random controlled substances tests will proceed immediately to the testing site upon notification of being selected.

Return to Duty

Return to duty testing will be conducted when an individual who has violated the prohibited controlled substance conduct standards intends to return to work. A drug test with a verified negative result will be required prior to reassignment. An employee cannot be returned to duty until an evaluation has been completed by a substance abuse professional, and the rehabilitation recommendations complied with. During any period of treatment the employee will be eligible to discharge accumulated annual leave. Once the individual returns to duty, at least six (6) unannounced follow up tests will be conducted during the twelve (12) month period following the return to duty date. This random follow up testing frequency may be increased by the substance abuse professional. The time required to comply with follow up testing requirements shall not be considered "on duty" time. Ontario County will pay all costs (with the exception of the employee's time) for the unannounced follow up testing.

Test Refusal

Refusal to undergo any of the tests outlined above will be treated the same as a positive test.

Process for Random Selection

Officers will be randomly selected for testing from a self-contained pool of officers maintained by Health Works. The testing dates and times will be unannounced and with unpredictable frequency throughout the year.

4. Process for Controlled Substances Testing

Drug testing is conducted by analyzing the employee's urine specimen. Once it is provided in a location that affords privacy, specimens will be sealed and labeled to ensure an appropriate chain of custody, proper identification and integrity of the specimen.

Urine specimens will be divided into 2 containers, i.e. "primary" and "split" specimens. If the analysis of the primary specimen confirms the presence of illegal, controlled substances, the employee has 72 hours to request the split specimen be sent to another certified laboratory for analysis. Employees will become responsible for the cost of split sample testing if the test of the "split sample" is also positive. If the employee's "primary" specimen is positive and a "split sample" test is conducted with a negative result, Ontario County will pay for the cost of the "split sample" test.

All drug tests will be reviewed and interpreted by a physician, i.e. a Medical Review Officer (MRO), before they are reported to Ontario County. The test will be evaluated in the light of all relevant information obtained, including the employee's statement and documentation as to any currently prescribed medication currently being taken. The MRO will make reasonable attempts to contact the employee prior to reporting a positive test to the County.

5. Consequences of Positive Drug Test

The intent of this program is to encourage employees to enter appropriate treatment before disciplinary action is required. Sheriff's Deputies of Ontario County, who engage in prohibited controlled substances misuse in accordance with the testing procedures outlined above, will be suspended from duty, referred to substance abuse treatment/counseling and may have disciplinary action taken against them in accordance with their CSEA contract if otherwise appropriate.

6. Confidentiality of Records

All employee controlled substances testing records are confidential and test results will only be released to the Ontario County Sheriff, Director of Human Resources, and the substance abuse professional. Any other release of information will only be allowed with the employee's consent.

All dated records and notifications for verified positive controlled substances test results will be maintained for a period of five years.

All dated records and notification for negative controlled substance test results will be maintained for a period of one year.

The records on any controlled substances test results are maintained under strict confidentiality and will not be released without the specific written authorization of the tested individual. Results will be released however to Federal, State, and local officials with regulatory authority over the controlled substances program.

C. Employee Testing Accommodation

It is recognized that employees selected for random testing as outlined above will have their normal work routine disrupted, and may have to re-schedule other important job functions in order to report for testing. To compensate employees for this disruption full time employees who are selected for testing shall receive an additional day off with pay credited to their vacation allotment. Such time off shall be scheduled and used following guidelines established for use of vacation time. Part time employees selected for random testing shall be paid at a rate of 1.5 times their regular pay rate for the entire shift they were scheduled to work when sent for testing. No Annual Leave or compensatory days can be denied to employees due to shortages in the workforce as a result of drug testing

ARTICLE 8 DISPUTES

8.00 Disciplinary Procedure

8.10 Notice of Proposed Disciplinary Action

All disciplinary actions will start with a written notice of proposed disciplinary action (NPDA). The NPDA shall specify the charges against the employee, the reasons for them, and the proposed penalty. A copy will be given to the union.

If a written grievance isn't filed, the penalty will be imposed. If a grievance is filed, no penalty will issue until the grievance procedure is completed.

8.11 Immediate Suspension, Grounds

An employee may be immediately suspended or fired when his continued presence on the job is a threat to the safety of his fellow officers or the public, or is so disruptive that normal operations are impaired. Such an employee, however, will receive an NPDA as soon as practicable, and shall be entitled to file a grievance. Prior to any unpaid suspension, the employee shall have the opportunity to appear with union representative if so desired, before suspending officer, and make any statements and offer any evidence relevant to the suspension issue.

GRIEVANCE PROCEDURE

8.12 Grievance Defined

A grievance is a refusal to accept a proposed disciplinary action, or a disagreement over the meaning or application of this contract. A disagreement over the meaning or application of this contract shall not be deemed to have occurred until the issue has been addressed, verbally or in writing, between the employee and the lieutenant.

In the event a lieutenant is not available or is otherwise unable to address the issue, the chief deputy shall do so. Issues shall be presented to the appropriate superior officer as soon as practicable, and in no event no later than ten calendar days after the issue first appears.

As used in this article, the expression "five working days" shall refer to the normal administrative working days of Monday through Friday.

A grievance shall be in writing, and shall specify the nature of the grievance, the facts upon which it is based, the alleged wrongful act and harm done, and the remedy or adjustment sought.

8.13 Grievance Step 1

An employee with a grievance has 5 working days after the claim arises to give it in writing to the sheriff or undersheriff, who in turn has 5 working days to answer the grievance in writing. The sheriff or undersheriff may hold a meeting with the employee during that week to attempt to resolve the matter.

8.14 Grievance Step 2: Arbitration

If the employee is not satisfied with the answer, he may take the case to arbitration by so notifying the sheriff or undersheriff in writing not more than 5 working days after receiving the answer.

The sheriff or undersheriff shall arrange an arbitration hearing as soon as possible by calling the first arbitrator on the alphabetically-ordered panel. If he can't render a decision within two weeks, the next arbitrator on the panel shall be called, and so on, until the first available arbitrator is picked. Selection of an arbitrator for the next case will begin with the next arbitrator on the panel.

The arbitrator will set a date, mutually agreed upon by the parties, for a conference between the employee, the county, and the arbitrator, at which both sides of the dispute may submit evidence, call witnesses, and be represented by counsel. Then, the arbitrator shall issue a written decision on the matter submitted to him not more than two weeks after being assigned the case. The decision shall be final and binding. But, the arbitrator does not have the power to modify this contract.

Half of the arbitrator's fee shall be paid by the county, and the other half by the employee.

8.15 Grievance Procedure, Exclusions and Waiver

As it relates to discipline, this procedure does not apply to probationary or provisional employees.

8.16 Grievance Procedure, Time Limits and Representation

The time limits in this procedure are binding, and a failure by either side to meet them will result in the grievance's being settled on the last position of the other party.

The time limits may be extended by mutual agreement. An employee may be represented by the union or by counsel at any meetings, hearings, or proceedings under this section.

8.17 DISCHARGE AND DISCIPLINE

Notwithstanding the foregoing, all discharge and discipline matters shall be handled pursuant to Civil Service Law Section 75. The following modifications to the statutory procedure shall apply:

- Immediate suspensions, if any, will be based on the standards of the collective bargaining agreement which expired on December 31, 2001.
- The unit president and the Sheriff shall agree in writing upon a panel of hearing officers, with a goal of includingas members of the panel those with law enforcement experience. In any case where a hearing

officer is required, the unit president and the Sheriff shall mutually select the hearing officer from the aforesaid panel.

The use of Section 75 for discharge and discipline shall apply to all cases commenced during the term of this agreement, after January 1, 2002, and on or before December 31, 2004. However, the parties agree that Section 75 shall not apply to any proceedings commenced after December 31, 2004. On January 1, 2005, the parties agree that any disciplinary matters commencing after December 31, 2004, shall be processed in accordance with the provisions of the bargaining agreement, which expired on December 31, 2001. It is intended to replace Civil Service Law Section 75 and 76, and any rights under those sections which employees have are hereby waived.

ARTICLE 9 DEFINITIONS

9.0 Management Rights

The Employers retain the sole right to manage their business and services and to direct the working force, including the right to decide the number and location of their business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means used in operating their business and services, and the control of the buildings, real estate, materials, parts, tools, machinery and all equipment which may be used in the operation of their business or in supplying their services to determine whether and to what extent the work required in operating their business and supplying their services shall be performed by employees covered by this Agreement; to maintain order and efficiency in the departments and all its operations, including the sole right to discipline, suspend, and discharge employees for cause; to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to determine the starting and quitting time and the number of hours to be worked; subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement, or provided by law. The above rights of the Employers are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employers. Any and all the rights, powers and authority to Employer had prior to entering this Agreement are retained by the Employers, except as expressly and specifically abridged, delegated, granted or modified by this Agreement.

9.1 Bargaining Unit Definition

The employers recognize the union as the exclusive negotiating agent of all full-time positions in the titles of county police officer, county police sergeant, and criminal investigator, and all regularly scheduled part-time employees within the same titles in the Ontario County Sheriff's Department.

9.3 Part-Time Employees

Part-time employees shall be defined as employees who are regularly scheduled to work a maximum of 1040 hours per calendar year.

9.31 Part-Time Employee Benefits

Grade and Step System

Place all part-time employees in Step One of the Grade and Step system, effective 01/01/2002, and allow for annual progression through the steps with increment each January 1st. New employees hired 01/01/2002 or after will use the first day of the quarter in which they were hired as their increment date.

P-T Longevity Based on Original Date of Hire in Part-time Position Effective 1/1/2002

10 years= \$125

15 years=\$250 (Paid in biweekly payrolls and not subject to annual COLA)

20 years=\$375 (Will be included in calculation of overtime, same as full-time.)

25 years=\$500

Prorated Educational Stipend Based on Proof of Degree and Effective 1/1/2002

Associates Degree \$125

Bachelors Degree \$250

Masters Degree(30) \$500

Masters Degree(60+) \$750

9.4 Term

This contract shall be effective on January 1, 2002 , and shall continue in full force and effect until midnight, December 31, 2004.

COUNTY OF ONTARIO

By: Donald C. Ninestine
Donald C. Ninestine, Chairman
Board of Supervisors

By: Philip C. Povero Ontario Co Sheriff
Philip C. Povero, Sheriff

CIVIL SERVICE EMPLOYEES ASSOCIATION

By: Everett Roach
Everett Roach, President
Ontario County Sheriffs Unit, CSEA

By: Robert L. Leonard
Robert L Leonard
Labor Relations Specialist, CSEA

STATE OF NEW YORK)

COUNTY OF ONTARIO) SS.:

On the 32 day of March, 2002 , before me came DONALD C. NINESTINE, to me known, did depose and say that he resides in the City of Geneva, County of Ontario, New York; that he is the Chairman of the Board of Supervisors of the County of Ontario, the municipal corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed by order of the Board of Supervisors of said corporation, and that he signed his name thereto by said order.

Karen R. DeMay
Notary Public

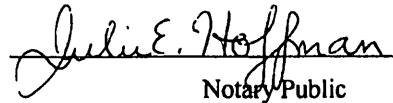
KAREN R. DeMAY
Notary Public, State of New York
Qualifies in Ontario County
My Commission Expires 6-15-02

STATE OF NEW YORK)

COUNTY OF ONTARIO) SS.:

On the 8th day of March, 2002 before me came PHILIP C. POVERO, to me known and known to me to be the Sheriff of Ontario County, the individual described in, and who executed, the foregoing instrument, and he acknowledged to me that he executed, the foregoing instrument, and he acknowledged to me that he executed the same.

JULIE E. HOFFMAN
Notary Public, State of New York
Ontario County Reg #01HO5048988
Commission Expires 09/05/20 03

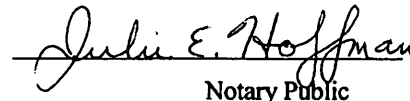

Notary Public

STATE OF NEW YORK)

COUNTY OF ONTARIO) SS.:

On the 8th of March, 2002 before me came EVERETT ROACH, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and he acknowledged to me that he executed the same.

JULIE E. HOFFMAN
Notary Public, State of New York
Ontario County Reg #01HO5048988
Commission Expires 09/05/20 03

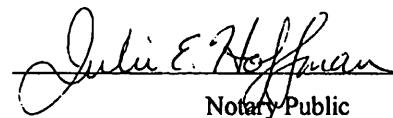

Notary Public

STATE OF NEW YORK)

COUNTY OF ONTARIO) SS.:

On the 8th of March, 2002 before me came ROBERT LEONARD, to me known and known to me to be the individual described in, and who executed, the foregoing instrument, and he acknowledged to me that he executed the same.

JULIE E. HOFFMAN
Notary Public, State of New York
Ontario County Reg #01HO5048988
Commission Expires 09/05/20 03


Notary Public

**SHERIFF'S ROAD PATROL - ALLOCATION TO GRADE
SALARY SCHEDULE FOR 2002-2003-2004**

TITLE	GRADE	2002 INCREASE	2003 INCREASE	2004 INCREASE
County Police Officer (FT & PT)	R-15	3.00%	3.50%	3.00%
Co Police Sergeant (FT & PT)	R-18	3.00%	3.50%	3.00%
Investigator (FT & PT)	R-18	3.00%	3.50%	3.00%

2002 HOURLY - 3.0%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
R-15	\$16.13	\$16.72	\$17.32	\$17.92	\$18.81	\$19.75	\$20.15
R-18	\$19.66	\$20.28	\$20.89	\$21.49	\$22.36	\$23.27	\$23.86

2002 ANNUAL REFERENCE - 40 HOUR WEEK

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
R-15	\$33,550.40	\$34,777.60	\$36,025.60	\$37,273.60	\$39,124.80	\$41,080.00	\$41,912.00
R-18	\$40,892.80	\$42,182.40	\$43,451.20	\$44,699.20	\$46,508.80	\$48,401.60	\$49,628.80

2003 HOURLY - 3.5%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
R-15	\$16.69	\$17.31	\$17.93	\$18.55	\$19.47	\$20.44	\$20.86	\$21.27
R-18	\$20.35	\$20.99	\$21.62	\$22.24	\$23.14	\$24.08	\$24.70	\$25.36

2003 ANNUAL REFERENCE - 40 HOUR WEEK

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8
R-15	\$34,715.20	\$36,004.80	\$37,294.40	\$38,584.00	\$40,497.60	\$42,515.20	\$43,388.80	\$44,241.60
R-18	\$42,328.00	\$43,659.20	\$44,969.60	\$46,259.20	\$48,131.20	\$50,086.40	\$51,376.00	\$52,748.80

2004 HOURLY - 3.0%

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
R-15	\$17.19	\$17.83	\$18.47	\$19.11	\$20.05	\$21.05	\$21.49	\$21.91	\$22.35
R-18	\$20.96	\$21.62	\$22.27	\$22.91	\$23.83	\$24.80	\$25.44	\$26.12	\$26.80

2004 ANNUAL REFERENCE - 40 HOUR WEEK

GRADE	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
R-15	\$35,755.20	\$37,086.40	\$38,417.60	\$39,748.80	\$41,704.00	\$43,784.00	\$44,699.20	\$45,572.80	\$46,488.00
R-18	\$43,596.80	\$44,969.60	\$46,321.60	\$47,652.80	\$49,566.40	\$51,584.00	\$52,915.20	\$54,329.60	\$55,744.00

Employees in Step 6 as of 1/1/01 will automatically move to Step 7 on 1/1/02, and their increment dates will be changed to January 1st.
All other employees will retain their original increment dates and will receive step increments accordingly.



Local 1000, AFSCME, AFL-CIO

143 Washington Ave., Albany, NY 12210

Danny Donohue, President

